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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

Chapter 11 Case No.

General Motors Corporation, *et al.*

09-50026-reg

Debtors.

(Jointly Administered)

**LIMITED OBJECTION OF GHSP, INC. TO PROPOSED CURE COSTS RELATING
TO NOTICE OF (I) DEBTORS INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY,
AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (II)
CURE COSTS RELATED THERETO**

GHSP, Inc. (“GHSP”) submits this Limited Objection to the proposed cure amounts scheduled by the Debtors in connection with Debtors’ proposed assumption and assignment of certain executory agreements pursuant to Debtors’ Notice of (I) Debtors’ Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (II) Cure Costs Related Thereto (the “**Assignment Notice**”), dated June 5, 2009. In support of its Objection, GHSP states:

1. Debtors delivered to GHSP an Assignment Notice dated June 5, 2009, which notified GHSP that Debtors intended to assume and assign certain executory purchase orders and supply contracts with GHSP (the “**Purchase Orders**”)¹.

2. Debtors have identified the specific Purchase Orders Debtors intend to assume and assign on Debtors’ contract website. Debtors have further scheduled the cure amount Debtors believe would be due to GHSP in connection with Debtors’ assumption and assignment of the Purchase Orders. Debtors have stated that the cure amount equals \$501,000.00 (the “**Proposed Cure Amount**”).

3. The Proposed Cure Amount is substantially less than the amount necessary to cure defaults under the Purchase Orders pursuant to 11 U.S.C. § 365(b).

4. According to GHSP’s records, the correct cure amount due as a condition to Debtors’ assumption and assignment of the Purchase Orders pursuant to 11 U.S.C. § 365(b) is \$1,098,000.00 (the “**Correct Cure Amount**”). This amount, however, remains subject to GHSP’s continuing review and reconciliation and is subject to change. In the event that the Debtors or other parties in interest require additional information about the Correct Cure Amount, that information can be provided upon request to the undersigned counsel.

5. In addition to the Correct Cure Amount set forth above, Debtors must cure all defaults existing as of the time of assumption.

¹ Debtors’ contract website identifies purchase orders regarding both GHSP and JSJ Corporation (Ultimate DUNS #53668729). As used herein, “GHSP” means and includes GHSP, Inc. and its affiliate JSJ Corporation (Ultimate DUNS #53668729). It is unclear whether the Notice of Assumption was meant to include contracts for both entities. GHSP assumes it did as GHSP, Inc. did most of the business with the Debtors and some of the contracts listed to be assumed are GHSP, Inc. contracts. Accordingly, this Objection is filed on behalf of both GHSP, Inc. and JSJ Corporation.

6. GHSP hereby reserves the right to amend, supplement or modify this Limited Objection as necessary and proper, and to raise any additional objections to any proposed assumption and assignment of the Purchase Orders and the proposed cure amounts related thereto.

CONCLUSION

WHEREFORE, GHSP respectfully requests that this Court enter an Order (1) requiring the Debtors to amend its Proposed Cure Amounts to comply with Section 365 and to pay the Correct Cure Amount plus any additional amounts owing, and (2) granting GHSP such other relief as may be appropriate.

Dated: June 12, 2009

/s/ Stephen B. Grow
Stephen B. Grow (P39622)
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